

WAR DEPARTMENT

PERMIT

ARGO YARDS, Seattle, Wash

THE SECRETARY OF WAR hereby grants to the Department of the Interior, Alaska Railroad, hereinafter referred to as the permittee, a permit revocable at the will of the Secretary of War or the officer of the Government having jurisdiction over the property, to enter, occupy and use the premises at Argo Yards Military Reservation, Washington, hereinafter described, for the purpose of storing railroad cars.

The premises herein granted are substantially as shown in red on map numbered SE-SE-87-A dated 30 January 1947 attached hereto as Exhibit "A" and by reference made a part hereof, together with the right of ingress and egress over the railroad tracks shown in yellow on said Exhibit "A". The description of the premises being granted is as follows:

Beginning at the southeast corner Block "E", Industrial Addition, thence north along the west line of Fourth Avenue South 1103.5 feet more or less to a point 15 feet from the centerline of the Union Pacific Railroad Company lead tracks, when measured normal to it, thence northwesterly parallel to and 15 feet from the centerline of the Union Pacific lead track to a point 22 feet west of the east line of Third Avenue extended, thence south 260 feet parallel to Third Avenue, thence East 16 feet, thence south parallel to Third Avenue South to the north line of Duane Street, thence east to the point of beginning, containing 280,109 square feet exclusive of public streets.

TOGETHER with the improvements located thereon as set out in the joint inventory and condition report dated 14 January 1947, attached hereto as Exhibit "B" and by reference made a part hereof.

THIS PERMIT is granted subject to the following provisions and conditions:

1. The term of this permit shall commence on 10 January 1947 and end on 7 August 1947.
2. That the premises herein granted to the permittee are occupied by the United States Navy under lease No. WOL-193-eng-183, as supplemented, from the Union Pacific Railroad Company and the Oregon Washington Railroad and Navigation Company, lessors, for the term ending 30 June 1944, which

lease, as supplemented, provides that unless and until the Government shall give notice of termination in accordance with provisions thereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the present emergency, and this permit shall be subject to all the provisions and conditions of said lease.

3. That the permittee shall reimburse the War Department for the proportionate share of the rental due under the said lease in accordance with the provisions of existing statutes and applicable regulations governing payment between departments of the United States Government for services rendered.

4. That the use and occupation of the said premises shall be without cost to the War Department, under the general supervision of the officer of the Army or representative of the Government having immediate jurisdiction over the premises, and also subject to such rules and regulations as he may from time to time prescribe.

5. That the permittee shall, at its own expense and without cost or expense to the War Department, maintain and keep in good repair and condition the premises herein authorized to be used.

6. That any interference with or damage to property under control of the War Department incident to the exercise of the privileges herein granted shall be promptly corrected by the permittee to the satisfaction of said officer or representative.

7. That the permittee shall pay all charges for water, gas, heat and electric current, if furnished, based upon meter readings or such other methods as may be determined by the said officer or representative. Payment shall be made by the permittee directly to the producing company covering such services as are not produced by the Government. For such services as are furnished by the War Department, the permittee shall make payment in accordance with the provisions of existing statutes and applicable regulations governing payment between departments of the United States Government for services rendered.

8. That no alterations of, or additions to, the said premises shall be made without prior consent of the said officer or representative as well as the lessor in the aforementioned lease No. WO4-193-eng-183.

9. That the permittee shall at its own expense, take proper precautions in regard to guards, maintenance, and fire protection of the premises herein granted.

10. That the joint inventory and condition report made on 14 January 1947 by a representative of the permittee and a representative of the War Department, attached hereto as Exhibit "B", reflects the true condition of the premises as of 10 January 1947, the date of occupancy by the permittee. A supplemental joint inventory and condition report shall be made in the same manner and attached hereto, covering such additional property which may from time to time be furnished by or at the expense of the War Department. At the expiration or termination of this permit a similar joint inventory and condition report shall be prepared in the same manner covering the property herein granted and such additional property which may hereinafter become subject to the terms of this permit.

11. That on or before the date of expiration of this permit or its relinquishment by the permittee, the permittee shall vacate the said premises, remove its property therefrom, and restore the premises to a condition satisfactory to the said officer or representative, ordinary wear and tear and damage beyond the control of the permittee excepted. If, however, this permit is revoked, the permittee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of War or officer of the Government having jurisdiction over the premises may designate.

12. That the permittee shall, for the protection of life and property, provide such additional fire fighters to supplement the post fire fighting force as the said officer or representative shall deem necessary to afford ample fire protection commensurate with the increased fire hazards resulting from this permit. Selection of such personnel will be subject to the approval of the said officer or representative. Personnel selected will perform services under the direct supervision of the post fire marshal and/or fire chief and subject to all rules, regulations, and training schedules applying to the post fire department personnel.

IN WITNESS WHEREOF I have hereunto set my hand this 3 day of June, 1947, under the authority of the Secretary of War and by direction of the Chief of Engineers.

/s/ C. J. DOERING
OFFICE, CHIEF OF ENGINEERS
REAL ESTATE

THIS PERMIT is also executed by the permittee this 16 day of June, 1947.

Dept of the Interior
The Alaska Railroad (Seal)

A. R. Sessions
BY

Special Representative of the General Manager

Title and Address

Signed and sealed in the presence of

Walter E. Enema

Attorney
Seattle Real Estate Sub-Office
North Pacific Division

4735 E. Marginal Way
Seattle 4, Washington

JOINT SURVEY
AND
CONDITION REPORT

The following is a Joint Survey and Condition Report covering that portion of Arge Island, Seattle, Washington, to which Right of Entry was granted 10 January 1947 and which premises are the subject of a permit from the War Department to the Department of the Interior for use and benefit of the Alaska Railroad. This Report reflects the true condition of the premises as of 10 January 1947.

1. T-26, Open Storage Planked Area, 25,600 Sq. Ft.

Conditions Fair

2. T-28, Open Storage Planked Area, 7,200 Sq. Ft.

Conditions Fair

3. T-29, Carpenter Shop, T/O Type, 30' x 40'.

Attachments and Equipment:

- 1 Each Heater, Space, Oil Fired, "International"
1 Each Extinguisher, Fire, Water, 2 1/2 Gal. Pump Type.

Conditions: Exterior, wood - poor. Roof, wood - poor. Interior, Unfinished.

4. T-30, Guard Tower, 20' High, w/10' x 10' Platform and 4' x 4' Guard House on Top.

Conditions Good

5. Trackage:

1363 Lin. Ft. Trackage, Railroad, West Spur.

1425 Lin. Ft. Trackage, Railroad, Including Frog, East Spur.

Conditions Good

6. Unnumbered Open Storage Planked Area, 3,750 Sq. Ft.

Conditions Good

7. Fence:

Approx. 650 Lin. Ft. Fence, Link Chain Type, 6" Mesh, 8' High.

Conditions Poor

8
EXHIBIT "B"

8. Electric System:
11 each Poles, Light
9000 Lin. Ft. Wire, #8 WP
2000 Lin. Ft. Wire, #6 WP
38 each Floodlights, 18"

Conditions Good

9. Water System:
150 Lin. Ft. Pipe, 1" Main
1 each Hydrant

Conditions Good

10. On Site:
3 each Lengths, Hose, Fire, Cotton, 1 1/2" x 50' Long.
1 each Nozzle, Hose Fire, 1 1/2"

Conditions Fair

Dated 24 January 1947.

UNITED STATES DEPARTMENT OF INTERIOR
Alaska Purchasing and Shipping Office

A. E. Sessions

A. E. SESSIONS
Special Representative of the General
Manager,
The Alaska Railroad

WAR DEPARTMENT
U. S. Engineer Office

H. F. Stummel

H. F. STUMMEL
Management Section
Seattle Real Estate Sub-Office
North Pacific Division Engineer

Dayton J. Salter

DAYTON J. SALTER
Representative, Surplus Real Property
Section
District Engineer, Seattle